

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: AMERICAN GREEN TECHNOLOGY INC.,¹ DEBTOR.	§ § § § § §	Case No. 18-34728-H4-11 Chapter 11
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**NOTICE OF NON-CONSENT TO UNAUTHORIZED USE
OF CASH COLLATERAL OR DISPOSITION OF COLLATERAL**

PLEASE TAKE NOTICE THAT Ushio America, Inc. (“Ushio”), the holder of secured claims against American Green Technology Inc. (the “Debtor”) does not consent to the Debtor's use of Ushio’s Cash Collateral², or to the disposition of any of Ushio collateral held by the estate, absent an order from this Court, and/or pursuant to a budget approved by Ushio and a written and signed agreement between Ushio and the Debtor.

PLEASE TAKE FURTHER NOTICE THAT, prior to August 28, 2018, the date on which an involuntary petition for relief was filed against the Debtor under chapter 11 of the Bankruptcy Code (the “Petition Date”), Ushio extended certain financial accommodations to the Debtor pursuant to certain loan documents (the “Loan Documents”)³. Ushio is the current owner and holder of the beneficial interests in and under the Loan Documents and the indebtedness due and owing thereunder.

PLEASE TAKE FURTHER NOTICE THAT, as of the Petition Date, Ushio had claims against the Debtor pursuant to the Loan Documents and secured by, among other things, valid and perfected liens and security interests (collectively, “Ushio’s Liens”) in, and on, substantially all of the Debtor’s assets and any rights appurtenant thereto, pursuant to, without

¹ EIN: xx-xxx6424

² As defined in Section 363(a) of the Bankruptcy Code. All references to the “Bankruptcy Code” appearing herein shall mean Title 11 of the U.S. Code. All references to the “Bankruptcy Rules” appearing herein shall mean the Federal Rules of Bankruptcy Procedure.

³ On October 2, 2018 this Court entered the *Order for Relief in an Involuntary Case* [Docket No. 17], granting the relief sought in the involuntary petition filed against the Debtor.

limitation, Section 552(b) of the Bankruptcy Code, including Cash Collateral (collectively, the “Collateral”).

PLEASE TAKE FURTHER NOTICE THAT, the Debtor has not filed a motion seeking permission, and has not obtained permission from either Ushio or this Court, to use Cash Collateral pursuant to Section 363(c)(2) of the Bankruptcy Code or Bankruptcy Rule 4001(b)(1). Until Ushio’s secured claims under the Loan Documents have been fully satisfied, the Debtor’s use of Ushio’s Cash Collateral is prohibited absent an order from this Court or Ushio’s consent. Because the Debtor has not received authorization from this Court to incur post-petition financing or to use Cash Collateral, Ushio believes that its Cash Collateral: (a) (based upon representations by the Debtor) is being used and/or disposed of without its permission; and, (b) is in danger of diminution. Ushio reserves all rights under the Bankruptcy Code, the Bankruptcy Rules, the Loan Documents, and applicable law with respect to adequate protection for any unauthorized postpetition use or disposition of Collateral or Cash Collateral by the Debtor, as well as for any resulting diminution in value of Ushio’s Collateral and/or Cash Collateral to date, and a full accounting of the same.

Dated November 28, 2018

Respectfully submitted,

/s/ John J. Sparacino

John J. Sparacino

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing pleading was served by electronic mail via the Court's ECF system to all parties authorized to receive electronic notice in this case on November 28, 2018.

/s/ John J. Sparacino
John J. Sparacino